

EUROPEAN COURT OF HUMAN RIGHTS
COUR EUROPÉENNE DES DROITS DE L'HOMME

FIFTH SECTION

DECISION

Application no. 45763/20
Galyna Stepanivna NOGA
against Ukraine

The European Court of Human Rights (Fifth Section), sitting on 19 March 2026 as a Committee composed of:

Gilberto Felici*, President*,
Mykola Gnatovskyy,
Vahe Grigoryan*, judges*,

and Martina Keller, *Deputy Section Registrar,*

Having regard to:

the application (no. 45763/20) against Ukraine lodged with the Court under Article 34 of the Convention for the Protection of Human Rights and Fundamental Freedoms ("the Convention") on 28 September 2020 by a Ukrainian national, Ms Galyna Stepanivna Noga ("the applicant"), who was born in 1963 and lives in Lviv, and was represented by Mr V. Dmytrenko, a lawyer practising in Lviv;

the decision to give notice of the complaints under Article 1 of Protocol No. 1 to the Ukrainian Government ("the Government"), represented by their Agent, Ms M. Sokorenko, and to declare the complaint under Article 6 of the Convention (regarding independence and impartiality of judges) inadmissible;

the parties' observations;

Having deliberated, decides as follows:

SUBJECT MATTER OF THE CASE

1. The case concerns the deprivation of the applicant's property in favour of the State and the impossibility of obtaining compensation in that connection. The applicant complained under Articles 6 and 13 of the Convention and Article 1 of Protocol No. 1 to the Convention.

A. Background to the case

2. In spring 2004 the Briukhovychi Village Council of Lviv Region ("the local council") adopted two decisions to re-zone a plot of land from "State forest land" to "village recreational land". The Government submitted that the plot in question had been categorised as State forest land since 1989; it is located in the immediate vicinity of the city of Lviv.

3. Part of that plot of land (around 8 ha) was later leased to the N. company for the purpose of construction of residences and sports facilities. The lease contract provided that the N. company had a preferential right to buy the land in question.

4. In late 2004 a local prosecutor initiated, firstly, a *protest* in respect of those decisions by the local council and, subsequently, court proceedings to have them invalidated. On 14 February 2005 the prosecutor's claims were allowed by a local court; the appeal proceedings were pending until 28 October 2009, when the Higher Administrative Court adopted a final judgment in the case, upholding the lower courts' judgments.

5. Around the same time, a certain G. initiated proceedings against the N. company and the local council, seeking to oblige the latter to sign a sale agreement for the land leased to the N. company. It appears that under an agreement between G. and the N. company, the latter undertook to sell him part of the land, but that was not done, as the land had not yet been sold to the company itself by the local council. By a judgment dated 15 November 2004, G.'s claims were granted, and enforcement proceedings were initiated. In October 2008 a sale agreement was signed between the local council and the N. company. The land was later divided into several smaller plots.

6. It appears that the judgment of 15 November 2004 was quashed in 2010 in the framework of an extraordinary review, as it was established that the land in question was categorised as "first-group forest land" (the most highly protected category) and could only be disposed of by the Cabinet of Ministers of Ukraine ("the CMU") and not by the local authorities.

7. In December 2008 the applicant, together with three other persons, purchased one of the plots of land (measuring 1.8 ha) from the N. company. Her share in that plot of land was defined as 0.23 ha. According to the sale agreement, she paid 75,055 Ukrainian hryvnias (UAH; equivalent to approximately 6,800 euros (EUR) at the material time), although it was stipulated in the agreement that the value of the applicant's share according to the valuation report was UAH 528,366 (equivalent to approximately EUR 48,500). In 2009 she obtained an ownership certificate to that share.

B. Reclamation of land from the applicant

8. In May 2011 a local prosecutor initiated proceedings in the interests of the State, as represented by the CMU, to reclaim the land from both the N.

company and the applicant. He argued that the land had been unlawfully alienated by the local council, which had had no power to dispose of this category of forest land; he relied on the invalidation by the courts of the 2004 decisions on the allocation of the land (see paragraph 4 above). The applicant lodged a counterclaim, arguing that the CMU had failed to act to prevent the transfer of the allegedly valuable forest land belonging to it and that she was a *bona fide* owner.

9. In January 2013 the N. company was removed from the list of respondents in the case on account of its liquidation.

10. The prosecutor's action against the applicant was granted by courts at three levels of jurisdiction, with the final judgment adopted by the Higher Specialised Civil and Criminal Court of Ukraine on 22 June 2016. The courts essentially referred to the findings in the previous sets of proceedings that the land in question was categorised as specially protected forest land and could only be disposed of by the CMU. They also referenced the provisions of the Land Code on the distribution of powers in the disposal of forest land, in particular the management of first-group forests, and of Article 388 of the Civil Code, which provided for the possibility of reclaiming property from a *bona fide* owner if that property had left the owner's possession against his or her will. In view of those conclusions the courts rejected the applicant's counterclaim.

11. Following those proceedings the CMU was registered as owner of the land in question.

C. Compensation proceedings

12. In June 2017 the applicant instituted proceedings against the local council and the CMU, seeking to obtain compensation for being deprived of her property. She claimed compensation for the value of the plot of land that had been reclaimed from her, which she estimated at around UAH 4.4 million (equivalent to approximately EUR 150,000 at the time). The applicant initially relied on Articles 1166 and 1173 of the Civil Code (for citations of those Articles, see *Drozdyk and Mikula v. Ukraine*, nos. 27849/15 and 33358/15, § 20, 24 October 2024). She lodged a cassation appeal in which she also relied on Articles 8 and 56 of the Constitution of Ukraine, the former providing for the principle of rule of law and the latter providing that everyone has a right to compensation from public or municipal bodies for losses sustained as a result of unlawful decisions, acts or omissions by public or municipal bodies or civil servants in the performance of their official duties.

13. The lower courts dismissed the applicant's claim, finding that neither the local council, which had acted lawfully at the time, that is, on the basis of a (still valid) court judgment of 15 November 2004 ordering it to proceed with the sale of land (see paragraph 5 above), nor the CMU could be held

responsible in the circumstances and that the applicant had to claim damages from the N. company as the seller under the 2008 sale contract. During the proceedings, the applicant argued that because the N. company had been liquidated long before the final resolution of the dispute on the reclamation of land from her, no claims could be raised against it.

14. On 8 April 2020 the Supreme Court rejected the applicant's claim by a final judgment, essentially upholding the findings of the lower courts.

D. Other relevant information

15. The Government submitted that the plot of land that had been acquired by the applicant was covered with trees, including pine and oak, some more than 70 years old and 27 meters high.

16. The Government further submitted that the dispute around the land in question had, since the very beginning in 2004, been widely covered in the media, both national and local. The members of the Lviv City Council, local non-governmental organisations and the public in general had objected to the allocation of the land in question into private hands to be used for construction, as that would have had a negative environmental impact on the city of Lviv and its inhabitants and for the surrounding area.

PRELIMINARY ISSUE

17. The applicant complained under Articles 6 and 13 of the Convention and Article 1 of Protocol No. 1 to the Convention that she had been deprived of her property, without any compensation, because of a mistake made by the authorities and that she had had no effective remedy at her disposal. She also complained that in the compensation proceedings, the courts had disregarded her pertinent arguments that the established unlawfulness of the local authorities' decisions on allocation of land had conferred on her a right to compensation as guaranteed by Article 56 of the Constitution and Articles 1166 and 1173 of the Civil Code and that the liquidation of the N. company had precluded any possibility of her obtaining compensation from it.

18. The Court, being the master of characterisation to be given in law to the facts of the case, considers that the applicant's complaints fall to be examined under Article 1 of Protocol No. 1 only (see *Radomilja and Others v. Croatia* [GC], nos. 37685/10 and 22768/12, § 126, 20 March 2018).

THE COURT'S ASSESSMENT

19. The Government argued that the interference in question had had valid legal grounds and had been aimed at protecting the interests of society, as, in line with domestic legislation, forests were considered national wealth, were

in the ownership of the State and could not be transferred into private hands. The Government reiterated that Article 1 of Protocol No. 1 guaranteed the protection of the right to peaceful enjoyment of possessions for those who had acquired property lawfully and in good faith, therefore, the circumstances under which the property was acquired and the behaviour of the person concerned were important in the assessment of the interference. In that connection, they emphasised that the plot of land acquired by the applicant had clearly been forested and that that fact should have raised serious doubts as to whether it could lawfully be transferred between private parties. Moreover, at the time of the acquisition of the land by the applicant in 2008, there had already existed the judgment of the local court of 14 February 2005, which had been freely available online in the official register of court decisions, invalidating the local council's decisions on the allocation of the land (see 4 paragraph above). In addition, the allocation of the land in question had been widely covered in the media (see paragraph 16 above). Lastly, the Government argued that, since 2001, the applicant had been working for the Lviv City Council as an economist and therefore should have been aware of the situation around the land in question. They submitted that, therefore, she should have shown due diligence when purchasing the land and should have foreseen the negative consequences that such purchase might entail.

20. The Government further contended that the domestic courts had rejected the applicant's claim for compensation, finding that there had been no unlawfulness in the actions of the local council when selling the land to the N. company, and that the applicant should have sued the company as the party which countersigned the sale agreement. The fact that the N. company had been liquidated in 2013, that is, even before the land had been reclaimed from the applicant, was un unfortunate event, but that did not mean that the responsibility had to be passed on to the State or local authorities.

21. They concluded that the applicant's complaint was either manifestly ill-founded or that there had been no violation of the applicant's rights.

22. The applicant contended that she had been a *bona fide* owner of the land which had been previously transferred, following various approval procedures and granting of permits, to the N. company. She also argued that, under domestic legislation (and according to domestic case-law), she had not been required to take any measures to verify whether the land in question could be transferred into private hands and that she should have been able to rely on the information in the relevant State register of real-estate rights (which had contained no limitations on the land in issue at the time of the sale).

23. The applicant also argued that the domestic courts had failed to take due regard of her pertinent argument raised during the compensation proceedings, namely that Articles 8 and 56 of the Constitution of Ukraine, as legal norms of direct effect, as well as Articles 1166 and 1173 of the Civil

Code, guaranteed her the right to obtain compensation for unlawful actions of the State and local authorities. She asserted, relying on examples of domestic case-law, that there had existed established practice on that matter.

24. The general principles regarding interference with the peaceful enjoyment of possessions were summarised in, for example, *Kryvenkyy v. Ukraine* (no. 43768/07, § 42, 16 February 2017) and *Kanevska v. Ukraine* (no. 73944/11, § 45, 17 November 2020).

25. The Court considers that the land purchased by the applicant from the N. company constituted her "possessions" within the meaning of Article 1 of Protocol No. 1 and that the court decisions allowing the prosecutor's claim for the recovery of that land entailed an interference with her property rights.

26. In this connection, the Court must assess whether the interference was lawful and in the public interest and whether it pursued a legitimate aim by means reasonably proportionate to the aim sought to be realised (see *Kryvenkyy*, cited above, § 42).

27. As regards lawfulness, the Court notes that the land was reclaimed from the applicant on the basis of Article 388 of the Civil Code, which allows for the recovery of property by its lawful owner from a *bona fide* purchaser if the property was disposed of against the owner's will (see, for a summary of related domestic law, *Kanevska*, cited above, §§ 27-29).

28. The Court also notes that, as established during the domestic proceedings, the land in question was categorised as forest land and was thus subject to a special regime and could be disposed of only by the CMU. Its return into State ownership was thus aimed at securing respect for the rule of law and was in the public interest.

29. As to proportionality, the Court must determine whether a fair balance was struck between the demands of the general interest in that connection and the interest of the person concerned. The Court recognises that the State enjoys a wide margin of appreciation with regard to the means to be employed and to the question of whether the consequences are justified in the general interest for the purpose of achieving the objective pursued (see, for example, *G.I.E.M. S.R.L. and Others v. Italy* [GC], nos. 1828/06 and 2 others, § 293, 28 June 2018). The Court further reiterates that in assessing compliance with Article 1 of Protocol No. 1, it must make an overall examination of the various interests in issue, bearing in mind that the Convention is intended to safeguard rights that are "practical and effective". The Court has often reiterated that regional planning and environmental conservation policies, where the community's general interest is pre-eminent, confer on the State a margin of appreciation that is greater than when exclusively civil rights are at stake. Consideration must be given in particular to the question of whether the applicant, on acquiring the property, knew – or should have reasonably known – about the restrictions on the property or possible future restrictions, the existence of legitimate expectations with respect to the use of the property or acceptance of the risk on purchase, the extent to which the restriction

prevented use of the property and the possibility of challenging the necessity of the restriction (see *Kristiana Ltd. v. Lithuania*, no. 36184/13, §§ 107-08, 6 February 2018, with further references).

30. The Court notes in that regard that the disposal of the land in question was the subject of several sets of court proceedings which were initiated and pending at around the same time period from 2004 to 2010. In particular, the local council was ordered to sell the land to the N. company (as provided by the lease agreement between them) by the judgment of 15 November 2004 and, three months later, the decisions of that very same local council on the allocation of the land for leasing it to that company were invalidated by the first-instance court (see paragraphs 4 and 5 above). Furthermore, it is apparent from the material submitted by the Government that the situation around the land was widely covered by the media, both local and national. In addition, as it appears from an aerial photo of the relevant area provided to the Court, the plot of land acquired by the applicant is covered with trees and is located in the middle of a forest.

31. In the Court's view, all those factors combined strongly suggest that the applicant should have shown special diligence before signing the sale contract. She was or should have been aware that the plot belonged to a special category of land and that there was a possibility that her entitlement to that land could be annulled. She could have contacted the authorities with a request for detailed information or documents regarding the land in question (see *Shynkarenko v. Ukraine* (dec.), no. 64661/11, § 28, 15 October 2019; *Vasylevska v. Ukraine* (dec.), no. 37919/15, § 20, 4 July 2024; *West East Group LTD v. Ukraine* (dec.), no. 64284/14, § 19, 17 October 2024; *Dopravní rozvojové středisko ČR a.s. v. the Czech Republic* (dec.), no. 5627/22, § 20, 21 November 2024; and *Lisun v. Ukraine* (dec.), no. 70118/17, §§ 17-18, 27 November 2025). In that connection, and in reply to the applicant's argument that she should have been able to rely on the information from the State register of real-estate property rights, the Court has already found that it was only in 2010 and 2016 (as compared to 2008, when she had purchased the land), that the State provided in the domestic legislation guarantees of veracity of registered real-estate property rights and of the objectivity, veracity and completeness of the data concerning registered real-estate property rights respectively (see *Kanevska*, cited above, § 48).

32. Furthermore, the Court does not overlook the fact that when purchasing the land, the applicant paid a price several times lower than that established in the valuation report, as stated in the sale agreement itself (see paragraph 7 above), which raises serious doubts as to the legality of such transaction and must have been yet another signal for the applicant to act with caution.

33. The Court further notes that after her title had been invalidated and the land reclaimed from her, the applicant sought to obtain compensation from the State in an amount representing the price she had paid to the N.

company. The applicant argued that, as it had been the State's mistake that the land had been transferred into private hands, it was the State which had to compensate her and not the N. company as the seller, even more so as it had been liquidated long before the termination of the title annulment proceedings. Her claims were rejected by the domestic courts, which found no responsibility on the part of the State. They ruled, in particular, that the local council had acted on the basis of a court judgment, which had still been valid at the time, ordering it to sell the land to the N. company, so it could not be said that it had acted unlawfully. That conclusion, in the Court's view, cannot be said to be arbitrary or manifestly in contradiction with the fact that the initial decisions of that very same authority on the disposal of the land had been found unlawful and had been invalidated in another set of proceedings, which was one of the applicant's key arguments. Neither does the Court consider that the applicant's arguments as to her alleged entitlement to compensation under Articles 1166 and 1173 of the Civil Code were left without due response, as the courts expressly mentioned them in their decisions and grounded their reasoning in the analysis of those provisions. As to the applicant's reference to the constitutional provisions of direct legal force, the Court observes that, even assuming that that could be seen as a well-reasoned argument, she only raised it for the first time before the court of cassation, which could not examine any new facts or claims not raised before the lower courts.

34. Lastly, the Court also notes that the applicant acquired the land which had initially been allocated for construction. She did not inform the Court as to how she had been using the land, if at all, and whether she had made any investment in it (see *Shynkarenko*, § 29, and *West East Group LTD*, § 23, both cited above).

35. To sum up, the Court observes that the applicant's property was reclaimed from her without any prospect of obtaining compensation. At the same time, having regard to its findings above as to the circumstances in which the applicant acquired the land (see paragraphs 31 and 32 above), the Court considers that she failed to show requisite caution at that moment and knowingly took all risks associated with such acquisition. In these circumstances it cannot be said that fair balance was upset in the present case (see *Kristiana Ltd.*, § 112, cited above; *West East Group LTD*, § 23, cited above; and *Kaminskas v. Lithuania*, no. 44817/18, §§ 58-59 and 64-65, 4 August 2020; contrast *Kosmatska v. Ukraine*, no. 9953/16, § 48, 4 December 2025).

36. In the light of the foregoing, the Court considers that the application is manifestly ill-founded and must be rejected in accordance with Article 35 §§ 3 (a) and 4 of the Convention.

For these reasons, the Court, unanimously,

Declares the application inadmissible.

Done in English and notified in writing on 9 April 2026.

Martina Keller Deputy Registrar	Gilberto Felici President